CONTRACT #12 RFS # 501.01-055 FA # 06-16630-00

Department of General Services

VENDOR: Kone Incorporated

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED	
Commissioner of Finance & Administration	
Date:	

	EA	CH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS R	EQUIRED.					
1)	RFS# 501.01-055							
2)	State Agency Name : Department Of General Services							
		EXISTING CONTRACT INFORMATON						
3)	Service Caption :	Preventative Complete Maintenance of Elevator Equipment at and Colleges UnManned Sites	State Owned Buildings, Universities,					
4)	Contractor :	Kone Incorporated						
5)	Contract#	FA-06-16630-00						
6)	Contract Start Date	:	11/30/2005					
7)	7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 11/29/2010							
8)	Current Total Maxim	num Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$10,841,288.34					
		PROPOSED AMENDMENT INFORMATON						
9)	Proposed Amendme	ent #	2					
	Proposed Amendme (attached explanation	ent Effective Date : required if date is < 60 days after F&A receipt)	08/01/2008					
11)	Proposed Contract I	End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/29/2010					
12)	<u>Proposed</u> Total Max :	imum Cost IF <u>all</u> Options to Extend the Contract are Exercised	\$10,841,288.34					
13)	use of Non-Competitive Regulation is in the best interest of the state							
	(select one) only one uniquely qualified service provider able to provide the service							
14)	14) Description of the Proposed Amendment Effects & Any Additional Service :							
Addi	Additional elevator maintenance at three state owned buildings and one state university.							
Labo	Labor and Workforce Development – Metro Complex – 220 French Landing							

Cook-Chill Facility 6404 Centennial Boulevard							
The Tennessee Residence - 882 South Curtiswood Lane							
Tennessee State University – RSP Building 3500 John Merritt Blvd.							
15) Explanation of Need for the Proposed Amendment :							
The State has recently taken ownership and maintenance responsibility of two new facilities that require elevator maintenance and upkeep as well as the maintenance and upkeep of the elevator at the Tennessee Residence. In addition, Tennessee State University has added an elevator that requires maintenance at their campus. This contract has sufficient funding to add these facilities under the current maximum liability and place them in the maintenance cycle that is managed by the Department of General Services.							
16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)							
Kone, Incorporated 1410 Donelson Pike Suite A20 Nashville TN 37217							
17) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)							
select one: Documentation Not Applicable to this Request Documentation Attached to this Request							
18) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)							
select one: Documentation Not Applicable to this Request Documentation Attached to this Request							
19) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)							
select one: Documentation Not Applicable to this Request Documentation Attached to this Request							
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :							
No attempts were made to find procurement alternatives for this addition.							
21) Justification for the Proposed Non-Competitive Amendment :							
The Department is charged with the maintenance and upkeep of all elevator equipment that is present in the state owned office building or state owned facilities. The addition of three new state owned facilities and one state university covered under this contract requires that we add these elevators into the maintenance cycle. We wish to utilize the current contract to add these additional buildings without adding additional funding to the contract.							
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)							
Agency Head Signature Date							

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2007					\$	2,063,258.18			\$	2,063,258.18
2008					\$	2,135,178.03			\$	2,135,178.03
2009					\$	2,209,543.27			\$	2,209,543.27
2010					\$	2,285,193.43			\$	2,285,193.43
2011					\$	965,399.21			\$	965,399.21
TOTAL	\$		\$	-	\$ 1	0,841,288.34	\$	-	\$	10,841,288.34
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501.01	10020	076	84				\$2,209,543.27	
327.12	33802	076	11				\$26,352.00	
327.12	23303	076	11				\$38,850.00	
327.12	34303	076	11				\$44,216.00	
327.12	45103	076	11				\$55,916.00	
327.12	44503	076	11				\$30,620.00	
327.12	45303	076	11				\$42,524.00	
							·	
			MITOTAL				\$2,448,021.27	

AMENDMENT TWO TO FA-06-16630-01

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and KONE, INCORPORATED, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Unmanned Sites- Groups 1, 2, 3, and 4 SERVICE	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>
UNIT/MILESTONE					
Labor Rate – Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00
Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate – Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate – Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate – Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

Unmanned Sites- Groups 5.6, 7, 8 and 11)	Year 1	Year 2	Year 3	Year 4	Year 5
SERVICE UNIT/MILESTONE					
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00

Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate – Mechanic Regular Time, Per Hour	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68.00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

Unmanned Sites- Groups 9 and 10) SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate – Helper Premium Time, Per Hour	\$124.50	\$130.73	\$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5
UNIT/MILESTONE	100.			· -	
<u> </u>		!			

Monthly Preventive Maintenance Cost	\$5,409.00	\$5,562.00	\$5,720.00	\$5,873.00	\$6,050.00
SERVICE UNIT/MILESTONE	Year 1				
Total "Upgrades Not to Exceed Cost"	\$ -0-				•

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00
SERVICE UNIT/MILESTONE	Year 1				
Total "Upgrades Not to Exceed Cost"	\$ -0-				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP THREE: KNOXVILLE

SERVICE UNIT/MILESTONE	Year 1	Year 1 Year		Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,947.00	\$2,947.00 \$3,033		\$3,119.00	\$3,197.00	\$3,278.00
SERVICE UNIT/MILESTONE	Year '					
Total "Upgrades Not to Exceed Cost"	\$490,000	.00				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

SERVICE UNIT/MILESTONE	<u>Year 1</u>	<u>Year 2</u>	Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00
SERVICE UNIT/MILESTONE	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$ -0-			ation for DED	Att of the second

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,628.00	\$5,772.00	\$5,949.00	\$6,131.00
SERVICE UNIT/MILESTONE	<u>Year 1</u>				
Total "Upgrades Not to Exceed Cost"	\$432,500.00				

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$747.00	\$770.00	\$793.00	\$816.00	\$842.00
SERVICE UNIT/MILESTONE	Year				
Total "Upgrades Not to Exceed Cost"	\$112,500	0.00			

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$3,889.00	\$4,002.00	\$4,855.00	\$4,996.96	\$5,152.64
SERVICE UNIT/MILESTONE	Year 1	•			
Total "Upgrades Not to Exceed Cost"	\$562,500				

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

SERVICE UNIT/MILESTONE			Year 3	<u>Year 4</u>	Year 5
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5992.00	\$6177.49	\$6366.99
SERVICE UNIT/MILESTONE	Year 1	•			•
Total "Upgrades Not to Exceed Cost"	\$1,300,50	0.00	· · · ·	. •	

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03
SERVICE UNIT/MILESTONE	Year 1				
Total "Upgrades Not to Exceed Cost"	\$842,000	.00			

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,416.07	\$3,518.55	\$3,624.11
SERVICE UNIT/MILESTONE	Year 1	-			
Total "Upgrades Not to Exceed Cost"	\$190,000	.00			

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

SERVICE UNIT/MILESTONE	Year 1	Year 1 Year 2		<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,211.00	\$2,269.00	\$2,354.00	\$2,440.00	\$2,526.00
SERVICE UNIT/MILESTONE	Year 1				•
Total "Upgrades Not to Exceed Cost"	\$176,000.	00			

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

2. Add the following information to Attachment 1.

GROUP 7 DAVIDSON							
Complex	Building - Elevator	Type	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4	Monthly Cost Year 5
Dept of Labor and	LWD Metro	Passenger				***	.
Workforce Development	Complex	#1			\$102.00	\$ 105.06	\$ 108.21
Nashville	220 French Landing	Passenger #2			\$102.00	\$ 105.06	\$ 108.21
Contact: Roger Tolleson		Passenger #3			\$102.00	\$ 105.06	\$ 108.21
(615)253-2968		Passenger #4			\$102.00	\$ 105.06	\$ 108.21
		Freight	-		\$122.00	\$ 125.66	\$ 129.43
Cook-Chill Facility							
Dwayne Evans							
(615)350-8599	Cook- Chill Facility						
	6404 Centennial	j			\$ 82.00	\$ 84.46	\$ 86.99
	Blvd	Passenger			\$ 62.00	φ 64.40	\$ 60.55
Governor's Residence							
(615)741-5973							
	Residence						
	882 South						
	Curtiswood Lane	Passenger			\$115.00	\$119.60	\$124.38
ODOUR A TENNESCEE	OTATE LINUVED	CITY					
GROUP 8 TENNESSEE	Building -	3111	Monthly Cost	Monthly	Monthly	Monthly	Monthly
Complex	Elevator	Туре	Year 1	Cost Year 2	Cost Year 3	Cost Year 4	Cost Year 5
Tennessee State University							
Nashville						Ī	
Contact: Alex Murray	RSP Building						
615-963-5672	3500 John Merritt Bldg.	Passenger			\$ 83.00	\$85.49	\$ 86.99

The revisions set forth herein shall be effective August 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:		•
KONE INCORPORATED:		•
CONTRACTOR SIGNATURE	DATE	
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATOR	Y (above)	
DEPARTMENT OF GENERAL SERVICES:		
OWENDOL VALOUMO BAVIO COMMISSIONED	DATE	
GWENDOLYN SIMS DAVIS, COMMISSIONER	DATE	
ADDOVED		
APPROVED:		
•		
M. D. COETT, ID. COLUMNOS CONTROL	DATE	
M. D. GOETZ, JR., COMMISSIONER DEPARTMENT OF FINANCE AND ADMINISTRATION	DATE	
21. ALL BELLI OF FRANCE AND ADMINGUISATION		
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE	
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2006					\$	1,182,716					\$	1,182,	716.22
2007					\$	2,063,258	3.18				\$	2,063,	258.18
2008				<u> </u>	\$	2,135,178	3.03				\$	2,135,	178.03
					s	2,209,543					\$	2,209,	543.27
2009	<u> </u>				\$	2,285,193	-				\$	2,285	193.43
2010					\$	965,399					\$	965	399.21
. 2011					<u> </u>	10,841,28		\$	·	_		10,841,	
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2007	\$	2,069,981.88		<6723.70>	_	\supset	n	1. n.k	11 1	,			
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2009	\$	2,218,108.60	T	<8565.33>	_ Fundii	a Certific	atio	n (certification	on reguir	ed by I	CA:, 6.94	51dS, tha	tithere is
2010	\$	2,294,020.74		<8827.31>	n halan	ceilin the an	nrönr	iationifrom v	vhich the	obligat	ed expendito	re Istreal	ired:to:be
2011	\$	969,125.36	1	<3726.15>	paid that	itas not otne		encumber	ало рау	Obligat	ions převiou	i i i i i i i i i i i i i i i i i i i	rale and
TOTAL	- s	10,877,435.82		<36,147.48>								· · · · · · · · · · · · · · · · · · ·	$\ddot{\circ}$
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	PISHECTO	r of Accoun	Te	:		·-··-			_				
	Congress of the supplemental states	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.					•						

AMENDMENT ONE

TO

CONTRACT FA-16630-00

Preventive and Complete Maintenance of Elevator Equipment at State Owned Buildings, Universities, and Colleges, Statewide Groups

UNMANNED SITES

This CONTRACT, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, and Kone Incorporated, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

- 1. Delete Section C.1. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed TEN MILLION, EIGHT HUNDRED FORTY-ONE THOUSAND, TWO HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY-FOUR CENTS (\$10,841,288.34). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 2. Delete Section C.3. in its entirety and insert the following in its place:
 - C.3. <u>Payment Methodology</u>. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Unmanned Sites-Groups 1. 2. 3. and 4 SERVICE UNIT/MILESTONE	Year 1	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Labor Rate - Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00	\$114.00	\$118.00

Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate - Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate - Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate - Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

Unmanned Sites-Groups 5.6, 7, 8 and 11) SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5
UNIT/MILESTONE					
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate – Mechanic Regular Time, Per Hour	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68.00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

Unmanned Sites-Groups 9 and 10)	Year 1	Year 2	Year 3	<u>Year 4</u>	<u>Year 5</u>
9 and 10)				<u></u>	

SERVICE UNIT/MILESTONE					
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate - Helper Premium Time, Per Hour	\$124.50	\$130.73	. \$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,319.00	\$5,469.00	\$5,625.00	\$5,775.00	\$5,950.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$ -0-

GROUP THREE: KNOXVILLE

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,927.00	\$3,013.00	\$3,098.00	\$3,175.00	\$3,254.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$490,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	<u>Year 4</u>	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,608.00	\$5,771.00	\$5,948.00	\$6,130.00

SERVICE UNIT/MILESTONE	<u>Year 1</u>
Total "Upgrades Not to Exceed Cost"	\$432,500.00

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$573.00	\$590.00	\$607.00	\$624.00	\$644.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$82,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$3,484.00	\$3,586.00	\$3,697.00	\$3,805.00	\$3,922.00

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$549,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5,909.00	\$6,092.00	\$6,280.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$1,300,500.00

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$842,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,418.12	\$3,518.55	\$3,624.11

Note: Service Unit Milestone for Monthly Preventive Maintenance Cost represents a compilation of the monthly maintenance totals in Attachment One for each elevator.

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$190,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

SERVICE UNIT/MILESTONE	Year 1	<u>Year 2</u>	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,241.00	\$2,299.00	\$2,384.93	\$2,471.86	\$2,559.77

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$176,000.00

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

- 3. Delete Section E.2. in its entirety and insert the following in its place:
 - E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Randy Elmore
Elevator Equipment Contract Manager
Department of General Services
Property Services Management
312 8th Avenue N., 23 fl Tennessee Tower
Nashville, Tennessee 37243
(615)741-5973 Phone
(615)532-2305 Fax

The Contractor:

Barry Lambert, Branch Manager Kone, Inc. 1410 Donelson Pike, Suite A20 Nashville, TN 37217 (615)360-7013 Office (615)360-7137 Fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
KONE, INCORPORATED:	
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Jeff Milne, AVP Area Director	Date /
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DEPARTMENT OF GENERAL SERVICES:	
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Gwendolyn Sims Davis, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION	N:
M. D. Soets, Jr./agt	JAN 0 8 2007
M. D. Goetz, Jr., Commissioner	Date
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John G. Morgan, Comptroller of the Treasury	Date
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Charangoga Compres		· · · · · · · · · · · · · · · · · · ·						
Chattanoops Contact: Facility Applinistrator		ļ 1						
423-634-6322								
	State Office Bidg 540 McCallia Ave.	Hygraulic/Passenger # 1	5 170.00 : 5	175.00 S	180.00 5	185.00 \$	190,00 1	
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· · ·	540 McCallie Ave	· Hydraulic/Passenge/ # 51	170,00 \$	175.00 \$	180.00 \$	185,00 \$	190.00 ' \$	
have a	- Cheni Bervices Bidg 1311 MLK Blvs.	Hydraulic/Passenger # 1	\$ 100.00 . \$	104.00 1	108,00 1	112.00 - 3	115.00 1	
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	Mollow uspf NT	Passenger Passenger	1 5 125.00 1 5 1 5 125.00 1 5	129.00 \$	133.00 \$	137.00 \$	142,00 5 142,00 5	
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Conteneous Contect: Miss Swafford		1						
423-785-3419	Moccasin Band M/H int	1	 			<u> </u>		
	100 Mocassin Bend	Passenger # 1	\$ 200.00 \$	207.00 \$	215.00 5	222,00 \$	230.00 1	
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	IMeccasin Bend Mitt ins		š 125.00 š	129.00 j S	133.00 \$	137.00 5	142.00 \$	
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Environmental & Conservation			F +				- 1	
Pikaville Contect: John Fonville			j					
423-581-5241	Full Creek Falls		 				· · · · · · · · · · · · · · · · · · ·	
i.	inn	Passenper North	\$ 210.00 i \$	215.00 \$	220.00 1	224.00 5	229,00 \$	
	Falt Creek Fells	Passenger Looby	\$ 210,00 \$	215,00 1	220.00 \$	224.00 \$	229,00 \$	
	IFall Creek Fulls		T		2,510,00 3	2,580,00 5	2,656,00 1	
	IFalt Creek Fulls	Fassenger Looby TOTALS:	\$ 218,00 \$ \$ 2,365,00 \$	215,00 \$				
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	ilm		\$ 2,365.90 \$	2,437,00 S	2,510,00 3	2,580,00 S Monthly Proposed Prop	2,656,00 1	acie Not To Exzeed
IOUP 5 SOUTH CENTRAL IMPREESBORD,	ilm		\$ 2,365.90 \$	2,437,00 S	2,510,80 3	2,580,00 S	2,656,00 1	Rice Not To Exceed
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Middle Tennansee State Murtreexbore Conlect, Gerald Caudil	ilm		\$ 2,365.90 \$	2,437,00 S	2,510,00 3	2,580,00 S Monthly Proposed Prop	2,656,00 1	
Middle Tennansee State Muriteenboro	SMYRNA & CHAPEL HILL) Rigety Old Main	TOTALS:	\$ 2,345,90 5 Lorthly Processed LPre Cost Year 1 1/2	2,437,00 S writhly prosed Cost Man ar 2 Cost S70,00	2,810,00 3 antihly Proposed Morcol Year 3 Cos	2.580,00 S 2.580,00 S Morrisonal Proposed Proposed Year 4 Year 503,00	2,656,00 3 2,656,00 3 Upper Cost 5 \$85,00	\$50,000,00
Middle Tennansee State Muriteestoore Contest: Gerald Caudil	SMYRNA & CHAPEL HILLI Ricsby Old Main Cose Arm's Big	TOTALS: Passenger Passenger	\$ 2,345,90 5 Modification of the control of the co	2,437.00 S mility possed Cost Mo am 2 Co	2,610,00 3 anually Proposed Moreon Year 3 Cost Year 3 Cost 114,00 5114,00 505,00	2.580.00 5 Monthly Proposed Pr	2,656,00 1 Upper Cost Cost Cost Cost S45,00 5121,00 5102,00	\$50,000,00 \$0,000 \$50,000,00
Middle Tennansee State Murricestoore Contest: Gerald Caudil	SMYRNA. & CHAPEL HILL! Krisey Old Main Copa Admin Bidg Cop Admin Bidg Cop Admin Bidg Stadam Tower	Passenger Passenger Passenger Passenger Passenger	\$ 2,345,00 \$ Molliforably Processed 1 Proc	2,437.00 \$ milby populated Cost Mo or 2 Co 570.00 5111.00 550.00 5221.00	2,510.00 3 nruhly Proposed More for Year 3 Cor \$51,00 5114,00 555.00 5220.00	2.580.00 5 Morris Proposed Pr	2,656,00 3 his Upgrosed Cost Cest 5 \$48,00 3121,00 5121,00 5242,00 5242,00	\$50,000,00 \$6,00 \$50,000,00 \$2,500,00 \$2,500,00
Middle Tennansee State Murricestoore Contest: Gerald Caudil	SMYRNA, & CHAPEL HILL! Krisey, Cid Main Krisey, Cid Main Coop Admin Bidg Coop Admin Bidg Biddam Tower Suddam Tower	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,60 \$ Mo Morahly Process Friday No. Morahly Process Friday No. Morahly Process No. ST7.06 S108.00 S215.00 S215.00 S215.00 S215.00 S215.00 S215.00 S215.00 S215.00	2,437.00 \$ sentily possed Cost MAC Mar 2 Co STB,00 ST11,00 ST11,00 ST21,00 ST21,	2,510,00 \$ 2,510,00 \$ critisty Proposed More Year 3 Cort 581,005 \$114,00 \$220,00 \$220,00 \$220,00 \$340,00 \$340,00	2,580,00 5 Morris Horosom Morris Hor	2,656,00 3 Upgroceed Cost Cest 5 S85,00 3121,00 5122,00 5242,00 5242,00 5242,00 545,00 515,00	\$50,000,000 \$50,000,000 \$55,000,000 \$25,500,000 \$25,500,000 \$25,500,000
Middle Tennansee State Murricestoore Contest: Gerald Caudil	SMYRNA, & CHAPEL HILL! Krissy, Cid Main Krissy, Cid Main Coop Admin Bidg Coop Admin Bidg Stadam Tower Studium Tower Studium Tower Studium Tower Studium Tower	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,90 5 Monthly Proceed No. Morthly Proceed No. Morthly Proceed No. S77,90 S109,90 S215,00 S215,00 S215,00 S136,00 S136,00 S136,00 S136,00 S136,00	2,437,00 \$ sentily possed Cost Mo ar 2 Ce S70,00 S111,03 S93,00 S221,00 S221,00 S142,00 S142,00	2,510,00 3 2,510,00 3 251,00 3 251,00 3 251,00 3 2520,00 3220,00 3220,00	2,580,00 5 Marini Marin	2.656.00 3 Depression Cest 5 535.00 5121.00 5122.00 51242.00 5125.00 5155.00 5	\$50,000,000 \$50,000,000 \$55,000,000 \$2,500,000 \$2,500,000 \$2,500,000 \$2,500,000 \$2,500,000
Middle Tennansee State Murricestoore Contest: Gerald Caudil	SMYRNA & CHAPEL HILL! Krishy Old Main Coop Admin Bidg Coop Admin Bidg Sladium Tower Sladium Tower Studen Tower Sladium Tower Sladium Tower Recreation Center Weller Librate	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,00 5 Monthly Proceed 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2,437,00 \$ milhly populated Cost Milh graph gr	2,510,00 \$ controlly Proposed More Year 3 Cost Year 3 Cost 114,00 \$ \$114,00 \$ \$220,00 \$ \$746,000 \$ \$81,000 \$ \$14,00	2.590,00 5 Morning Proposed Pr	2,650,00 3 10,900 550 \$550,00 \$121,00 \$502,00 \$124,00 \$242,00 \$155,00 \$155,00 \$148,00 \$148,00	\$20,000,00 \$50,000,00 \$50,000,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00
Middle Tennansee State Murricestoore Contest: Gerald Caudil	SMYRNA & CHAPEL HILL! Rirsty Old Main Cope Admin Bidg Cope Admin Bidg Cope Admin Bidg Stadburn Tower Stadburn Tower Stadburn Tower Stadburn Tower Recrusive Center Weiser Library Waser Library Waser Library	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,00 \$ Me IAcrathy Processed Print Cord Year 1 Ye \$ 177,00 \$ \$100.00 \$ 300.00 \$ 215.00 \$ 275.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00 \$ 5130.00	2,437,00 \$ mithly poosed Cost Mit of 2 Co \$79,00 \$11,00 \$111,00 \$93,00 \$221,00 \$221,00 \$221,00 \$742,00 \$740,00	2,510,00 \$ 2,510,00 \$ critisty Proposed More Year 3 Cost \$110,00 \$ \$110,00 \$ \$220,00 \$ \$220,00 \$ \$220,00 \$ \$40,00 \$ \$	2.580.00 5 Morning Proposed Processing Value 4 XIII.00	2,656,00 3 Operation of the property of the p	\$20,000,00 \$0,00 \$50,000,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00
Middle Tennaisses State Muntreestoors Contest: Gerald Caudil	SMYRNA, & CHAPEL HILL! Kirsby Old Math Coop Admin Bidg Coop Admin Bidg Coop Admin Bidg Stidam Tower Student Tower Student Tower Student Tower Student Tower Water Library Water Library Water Library Water Library Water Library Water Library	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,90 5 Morathly Processed 1Pr Coct Year 1 Ye \$77,06 \$100,00 \$215,00 \$215,00 \$215,00 \$712,00 \$132,00 \$132,00 \$132,00 \$132,00 \$132,00 \$132,00 \$132,00	2,437,00 \$ milhly possed Cost Milh graph	2,510,00 3 writhly Proposed More (Year 3 Cost 19 20,00) \$51,00 550,00 \$220,00 \$220,00 \$346,00 \$440,00 \$340,00 \$340,00	2,580,00 5 Moritiny Proposed	2.656.00 3 Depression Cost 5 \$885.00 3121.00	\$50,000,00 \$0,00 \$50,000,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00 \$2,500,00
Middle Tennaisses State Mucteestoors Contest: Gerald Caudil	SMYRNA & CHAPEL HILLS Ristay Old Main Cook Asmin Bildy Cook Asmin Bildy Eladium Tower Studium Tower Studium Tower Studium Tower Recreating Contex Waker Library Waker Library Waker Library Waker Library	Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger Passenger	\$ 2,345,00 5 Morathly Processed 1 Process	2,437,00 \$ nrithy populated Cost Min gr 2 Cos	2,510,00 3 writhly Proposed More (Year 3 Core (Year 3 Core (Year 3 Core (Year 3 Year 3 Core (Year 3 Y	2.580.00 5 Morrison	2.656.00 \$ Upgraded Cost Cest \$ 55.00 \$ 121.00 \$ 1242.00 \$ 1242.00 \$ 1515.00 \$ 1515.00 \$ 1516.00	\$50,000,00 \$50,000,00 \$50,000,00 \$2,500,00
Middle Tennaisses State Mucteestoors Contest: Gerald Caudil	SMYRNA & CHAPEL HILL! Rissly Clid Main Cope Admin Bild; Cope Admin Bild; Cope Admin Bild; Sindium Tower Sladium Tower Sladium Tower Sladium Tower Recrealing Center Welser Library Waser Library	Passenger Passenger	\$ 2,345,00 \$ Molecular Molec	2,437,00 \$ milbly possed Cost Milbly possed Cost	2,510,00 \$ writhly Proposed More Year 3 Cost \$81,00 \$ \$114,00 \$ \$220,00 \$ \$228,00 \$ \$228,00 \$ \$240,00 \$ \$140,00 \$	2.580.00 5 Morrison November 1970 Side of Si	2.656.00 \$ Upgressed Cost Cest \$ 556.00 \$ 121.00 \$ 1512.00 \$ 1512.00 \$ 1516.	\$50,000,000 \$50,000,000 \$55,000,00 \$25,500,000
Middle Tennasses State Muriteessboro Contest: Gerald Caudili	SMYRNA & CHAPEL HILL! Rirety Old Main Cope Admin Bidg Cope Admin Bidg Cope Admin Bidg Stadburn Tower Stadburn Tower Stadburn Tower Stadburn Tower Pectrositon Center Welker Library Waker Library Waker Library Waker Library Waker Library Waker Library Davis Sauerbe James Union Bidg Jerrets Union Bidg	Pessenger Pessenger Pessenger Pessenger Pessenger Passenger	\$ 2,345,00 \$ Me IAcrathy Processed Print Cost Year 1 Ye \$ 777,00 \$ \$108.00 \$ \$215.00 \$ \$215.00 \$ \$215.00 \$ \$ \$132.00 \$ \$ \$132.00 \$ \$ \$132.00 \$ \$ \$132.00 \$ \$ \$132.00 \$ \$ \$ \$132.00 \$ \$ \$ \$ \$132.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,437,00 S notify populated Cost Max mr 2 Co 570,00 5711,00 5711,00 5713,00 5221,00 5221,00 5342,00 5342,00 5342,00 5343,00 5343,00 5343,00 5333,00	2,510,00 \$ critisty Proposed More to Year 3 Cost \$51,001 \$114,001 \$58,00 \$222,00 \$222,00 \$222,00 \$246,00 \$34	2,580,00 S Marin Horizone Marin Hori	2.656.00 1 Sign of Cost of Co	\$50,000,000 \$50,000,000 \$25,500,000 \$25,000,000 \$25,000,000
Middle Tennasses State Muriteessboro Contest: Gerald Caudili	SMYRNA & CHAPEL HILLS Kressy Old Main Cross Admin Bildy Cross Admin Bildy Cross Admin Bildy Stadam Tower Studium Tower Studium Tower Studium Tower Studium Tower Studium Tower Horrary Walser Library Walser Library Walser Library Walser Library Walser Library Walser Library Univis Studium Library Libr	Passenger Passenger	\$ 2,345,00 5 Morathly Processed 1 Process	2,437,00 S milhy possed Cost IMM gr 2 C 579,00 511,05 593,00 5221,00 5221,00 5221,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00 573,00	2,510,00 \$ writhly Proposed More (Year 3 Cost Year 3	2.580.00 5 Moritiny Proposed Property Value 4 Stits.00 \$117.00 \$117.00 \$238.00 \$238.00 \$338.00 \$338.00 \$338.00 \$338.00 \$338.00 \$344.00 \$140.00 \$140.00	2.656.00 1 2.656.00 1 5.656.00 2 5.656.00 3 5.656.00 3 5.656.00 3 5.656.00 3 5.656.00 3 5.656.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3 5.666.00 3	\$50,060,000 \$50,000,000 \$2,500,000
Middle Tennessee State Murtreessboro Contest: Gerald Caudill	SMYRNA & CHAPEL HILLS Ristery Old Main Cook Admin Bidg Cook Admin Bidg Cook Admin Bidg Stadbarn Tower Weiker Library Waker Library Waker Library Waker Library Waker Library Waker Library Library	Passenger Passenger	\$ 2,345,00 \$ Mollifornia Mol	2,437,00 \$ milkly possed Cost Milk graph of the graph of	2,510,00 \$ controlly Proposed More Year 3 Cost \$61,00 \$ \$114,00 \$ \$220,00 \$ \$220,00 \$ \$220,00 \$ \$220,00 \$ \$240,00 \$ \$340,00	2.580.00 5 Morris (1900) 5 Mor	2,656,00 3 Upgrossed Cost 5 122,00 5146,00 5144,00 5112,00 511	\$56,000,001 \$50,000 \$55,000,00 \$2,500,00
Middle Tennessee State Murtreessboro Contest: Gerald Caudill	SMYRNA & CHAPEL HILL! Kissy Oid Math Cose Admin Bidg Cose Admin Bidg Cose Admin Bidg Studam Tower Studem Tower Studem Tower Studem Tower Fiscreller Center Wisher Library Waker Cibrary Waker Cibrary Waker Cibrary Waker Cibrary Waker Cibrary Maker Cibrary Maker Cibrary Maker Cibrary Maker Cibrary Maker Cibrary Maker Cibrary	Passenger Passenger	\$ 2,345,00 \$ Mo. Morably Process Process	2,437,00 S milly possed Cost Max gr 2 Co Cost Sin 11,00 S S 221,00 S S 221,00 S S 142,00	2,510,00 \$ writhly Proposed More Year 3 Cost \$51,00 \$ \$114,00 \$ \$220,00 \$ \$220,00 \$ \$220,00 \$ \$220,00 \$ \$240,00 \$ \$340,00 \$	2,580,00 5 Morris (190,00 5) M	2,656,00 3 Upgrossed Cost 5 5 Upgrossed Cost 5 5 Upgrossed Cost 5 5 Upgrossed Cost 5 121,00 Upgrossed Cost 5 122,00 Upgrossed Cost 5 124,00 Upgrossed Cost 5 146,00 Upgrossed	\$20,000,001 \$50,000 \$50,000,000 \$25,500 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$2
Middle Tennassee State Murrieessboro Coniect: Gerald Caudill	SMYRNA, & CHAPEL HILL! Krissy, Cici Mahn Coop, Admin Bidg Coop, Admin Bidg Coop, Admin Bidg Coop, Admin Bidg Stadium Tower Studem Tower Studem Tower Studem Tower Studem Tower Studem Tower History Waker Library Waker Cibrary Waker Cibrary Waker Cibrary Maker Christophic James Didg Jenescon Bidg	Passenger Passenger	\$ 2,345,00 \$ Mo IA craftly Processed First ST7,00 \$ S100,00 \$ S1	2, 437,00 \$ ontity possed Cost Mon gr 2 Co 570,00 571,00 571,00 571,00 572,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 574,00 575,00 576,00 577,00	2,510,00 3 crubly Proposed More for Year 3 Cos 551,00 5 \$51,00 5 \$514,00 5 \$540,00 5	2,580,00 S Mority Proposed Proc Year 4 Year \$13,00 \$17,00	2.656.00 3 Sign of Cest of Ce	\$20,000,000 \$50,000,000 \$25,000,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,000 \$25,000,000 \$25,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$25,000,000 \$2
Middle Tennassee State Murrieessboro Coniect: Gerald Caudill	SMYRNA & CHAPEL HILL! Respy Cld Main Coop Admin Bidg Coop Admin Bidg Coop Admin Bidg Stadam Tower Stadam Tower Stadam Tower Stadam Tower Stadam Tower Stadam Tower Stadam Tower Hearraign Contex Weiser Library Walser Christ James Christ James College Stadam Tower Sound Directale Art Contex-Man	Passenger Passenger	\$ 2,345,00 \$ Mo Mo Mo Mo Mo Mo Mo Mo	2, 437,00 \$ cnitity pooned Cost Mon gr 2 Cos gr 2 570,00 \$111,00 \$60,00 \$221,00 \$460,00 \$221,00 \$142,00 \$740,00 \$142,00 \$142,00 \$740,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$136,00 \$100,00 \$100,00 \$100,00 \$100,00	2,510,00 3 writhly Proposed More from 3 Core (1997) \$51,00 5114,00 5220,00 5220,00 5220,00 5220,00 5220,00 5220,00 5220,00 5246,00 5140,00 5	2.580.00 5 North Proposed Pro	2.656.00 I Upgrade Section 1 Upgrade Section 1 Upgrade Section 1 Upgrade Section 2 U	\$56,000,001 \$50,000,001 \$550,000,000 \$25,500,000
Middie Tennassee State Murtreesboro Coniast: Gerald Caudill	SMYRNA & CHAPEL HILL! Ricety Cld Main Cope Admin Bidg Cop Admin Bidg Cop Admin Bidg Stadburn Tower Stadburn Tower Stadburn Tower Stadburn Tower Recreation Carrier Weiter Library Walter Library Walter Library Walter Library Walter Library	Pessenger Pessenger	\$ 2,345,00 \$ Molecular Molec	2,437,00 \$ milbly possed Cost Milbly possed Cost	2,510,00 3 writhly Proposed Core (year 3 Core (year 3 Core (year 3 Core (year 3 Core (year 3 Y	2.580.00 5 North Proposed Pro	2.656.00 \$ Upgressed Cost Cest \$ 55.00 \$ 121.00 \$ 1512.0	\$26,000,00 \$50,000,00 \$50,000,00 \$25,500,000
Middie Tennassee State Murtreesboro Coniast: Gerald Caudill	SMYRNA & CHAPEL HILL! Ricety Cld Main Cope Admin Bidg Cop Admin Bidg Cop Admin Bidg Stadium Tower Stadium Tower Stadium Tower Stadium Tower Recreation Limited Walker Limited Walker Limited Walker Limited Walker Limited Under Limited James Union Bidg Jennet Limited Jennet Lim	Pessenger Pessenger Pessenger Pessenger Pessenger Pessenger Passenger Passenger Pessenger	\$ 2,345,00 \$ Me Me Me Me Me Me Me Me	2, 437,00 \$ mithly proceed Cost Max mr 2 Co 570,00 \$111,00 \$ 570,00 \$221,00 \$ 5221,00 \$221,00 \$ 5221,00 \$ 53221,00 \$ 53221,00 \$ 53221,00 \$ 53221,00 \$ 5320,00 \$ 5330,00 \$ 5330,00 \$ 5330,00 \$ 5330,00 \$ 5330,00 \$ 530	2,510,00 \$ Corruly Proposed More Veer 3 Corru	2,580,00 5 Marin Proposed Province (1988) Side,00 5 Side	2.656.00 3 S85.00 5121.00 S121.00 S222.00 S222.00 S125.00 S146.00 S146.00 S146.00 S146.00 S146.00 S146.00 S102.00	\$50,000,000 \$50,000,000 \$25,000,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,000 \$25,00
Middle Tennassee State Murrieessboro Coniect: Gerald Caudill	SMYRNA & CHAPEL HILL! Kresy Old Main Cross Admin Bidg Cross Admin Bidg Cross Admin Bidg Stadam Tower Stadam Tower Stadam Tower Stadam Tower Stadam Tower Stadam Tower Hearrailyn Center Welser Library Walser Library W	Passenger Passenger	\$ 2,345,00 \$ Me Morathly Processed Prince Me Me Me Me Me Me Me	2, 437,00 \$ mithy	2,510,00 \$ crubly Proposed More from 3 Cost Year 3 Cost	2.580.00 5 Morning Proposed Province (1988) Stits.00 5 517.00 5 517.00 5 518.00 5	2.656.00 I Upproceed Cost Cost 5 S48.00 S121.00 S121.00 S422.00 S125.00 S145.00 S145.00 S146.00 S146.00 S146.00 S146.00 S146.00 S146.00 S146.00 S150.00	\$20,000,000 \$20,000
Middle Tennessee State Murtreessboro Contest: Gerald Caudill	SMYRNA & CHAPEL HILLS Ristay Old Main Cook Asmin Bidg Cook Asmin Bidg Cook Asmin Bidg Cook Asmin Bidg Stadbarn Tower Stadbarn Tower Stadbarn Tower Stadbarn Tower Stadbarn Tower Stadbarn Tower Recreation Context Walker Library Walker Library Walker Library Walker Library Walker Library Walker Library Libras Standhe James Union Bidg Aminer Colleger James Union Bidg Aminer Colleger Miller Colleger Miller Colleger Horars Colleger Staddum Tower Bruswer Diramate And Horars Colleger Staddum Tower Bruswer Diramate And Contenting Nation Context And Contenting Hall Courning Hall	Passenger Passenger	\$ 2,345,00 \$ Model M	2,437,00 \$ milhy \$ mil	2,510,00 \$ Corrective Proposed More Year 3 Corrective Proposed More Year 3 Corrective Proposed More Year 3 Corrective Proposed More Year 3 Corrective Proposed Propos	2.580.00 5 Morning Proposed Province (Value 4 Value 5 Value 6	2.656.00 I User Cost 5 5 \$88.00 \$121.00 \$121.00 \$121.00 \$155.00 \$155.00 \$146.00 \$146.00 \$146.00 \$146.00 \$146.00 \$146.00 \$146.00 \$146.00 \$150.00	\$20,000,000 \$250,000,000 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$25,500 \$
Middle Tennessee State Murtreessboro Contest: Gerald Caudill	SMYRNA & CHAPEL HILLS Rivery Old Main Cose Acrini Bidg Cose Acrini Bidg Cose Acrini Bidg Estation Tower Stadum Tower Stadum Tower Stadum Tower Recreation Center Walker Library Library Walker Library Walker Library Library Library Secrete James Union Bidg Americ Union Bidg Americ Union Bidg Miller Collection Meler Collection Honors College Student Tower Bouwell Forest Control Plant Control Hall Control Hall Comming Pali Currenting Pali Currenting Pali Leversing Res Chir Peach Hall Natifity Unio Cert heattrey Unio Cert	Passenger Passenger	\$ 2,345,00 \$ Model M	2,437,00 \$ mithly possed Cost Max mr 2 Co 579,00 \$111,00 \$450,00 \$122,00 \$132,00 \$136,	2,510,00 \$ Cot Vest 3	2,580,00 S Warning Proposed Proc Year 4 Year Sido,00 \$117,00 \$117,00 \$117,00 \$117,00 \$117,00 \$110,00 \$100,00 \$110,00	2.656.00 3 555.00 512.00 5142.00 5146.00 5146.00 5140.00 5100	\$20,000,000 \$20,000,000 \$25,000,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,500,000 \$25,00
Middle Terronisson State Murricestion Contact: Genetic Castill 15-698-2754	SMYRNA & CHAPEL HILL! Krissy Old Main Coon Admin Bidg Coon Admin Bidg Coon Admin Bidg Coon Admin Bidg Stadam Tower Student Tower Student Tower Student Tower Student Tower Hearraign Content Weber Library Waber Cloren James Content James Content Heart College Student Tower Student Tower Browned Dramate Artic Content Hall Content Hall Committee Library Feet hall Restiting Unit Cent Feet hall Restiting Unit Cent Feet hall Restiting Unit Cent Todd Bidg Todd Bidg Todd Bidg	Passenger Passenger	\$ 2,345,00 \$ Model M	2, 437,00 \$ mithy proceed Cost Min 2 Cost 2	2,510,00 \$ writhly Proposed More from 3 Core from 3 C	2,580,00 S Warn	2.656.00 3 585.00 5121.00 5121.00 5122.00 5124.00 5146.00	\$50,000,000 \$50,000,000 \$50,000,000 \$50,000,000 \$50,500,000 \$50,500,000 \$50,500,000 \$50,500,000 \$50,000 \$50,000 \$50,000,000 \$50,000,000 \$50,000,000 \$50,000,000 \$5
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Contact Pay Saxon St-5-255-4377 Tigot St-5-255-4377	Nationals Copiant Inv Johnson 015-251-7302 015-251-7302 Dead of Human Service National Reed Cortact Receipt Reed 015-741-1805 and 172 Dead of Military National Rey National Rey National Rey Contact Rey Johnson		TN School for the Blind 115 Sewits Ferry Plac TN School for the Blind 115 Sewits Ferry Plac 88 Hermings Ave	Passenger Flustenger Flustenger Bidg B01 Passenger Bidg B10	\$ 96.00 \$ \$ 80.00 \$ \$ 05.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 10	108,00 \$ 100	111,00 5 111,00 5 111,00 5 109,00 5 87,00 5	3,000.00
### TDO1 TDO1 TDO1 TDO1 TDO1 TDO1 TDO1 TDO1 TDO2	Nasmole Consect in violinical 615-231-7302 615-231-7302 Dent of Human Service Nashville Consect Roser Red 615-741-1656 or 172 Dept of Milliary Nasmville Consect Ray Jones 615-349-5665		TN School for the Blind 115 Sewits Ferry Plac TN School for the Blind 115 Sewits Ferry Plac 88 Hermings Ave	Passenger Flustenger Flustenger Bidg B01 Passenger Bidg B10	\$ 96.00 \$ \$ 80.00 \$ \$ 05.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 10	108,00 \$ 100	111,00 5 111,00 5 111,00 5 109,00 5 87,00 5	3,000.00
Segon 3 Office Passenger F1 \$ \$0.00 \$ \$ \$ \$ \$ \$ \$ \$ \$	Nativole Grant Inv Johnson 615-231-7302 Dent of Human Service National National Grant Floori Read 615-741-1806 and 172 Dent of Millary Haminals Contact Report Read 615-741-1806 and 172 Dent of Millary Nationals Contact Report Read 615-741-1806 and 172 Dent of Millary Nationals Contact Rep Johns 615-368-2566		TN School for the Blind 115 Sewits Ferry Plac TN School for the Blind 115 Sewits Ferry Plac 88 Hermings Ave	Passenger Flustenger Flustenger Bidg B01 Passenger Bidg B10	\$ 96.00 \$ \$ 80.00 \$ \$ 05.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 10	108,00 \$ 100	111,00 5 111,00 5 111,00 5 109,00 5 87,00 5	3,000.00
TOOT Passenger S B0.00 S B2.00 S B5.00 S S S0.00 S S	Nasmule Consect in violence 615-231-7302 615-231-7302 Dent of Human Service Nashville Consect Roper Red 615-741-486 as 172 Dept of Millary Nashville Consect Ray Jones 615-399-566 Dent of Transportation Nashville Consect Paul Saston		TN School to be Bind 115 Swins Ferry Plac TN School for the Bind 115 Swins Ferry Plac TN School Ferry Plac 115 Swins Ferry Plac 88 Hermage Ave 88 Hermage Ave	Passenger Flustenger Flustenger Bidg B01 Passenger Bidg B10	\$ 96.00 \$ \$ 80.00 \$ \$ 05.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 10	108,00 \$ 100	111,00 5 111,00 5 111,00 5 109,00 5 87,00 5	3,000.00
RTMC Bidg	Nasmule Consect in violence 615-231-7302 615-231-7302 Dent of Human Service Nashville Consect Roper Red 615-741-486 as 172 Dept of Millary Nashville Consect Ray Jones 615-399-566 Dent of Transportation Nashville Consect Paul Saston		TN School for the Blind 115 Stevens Ferry Pike TN School for the Bland 115 Switts Ferry Pike 88 Hermitage Ave 115 AW/CES 118 AW/CES	Passenger Finneschar Finneschar Finneschar Passenger Bidg B01 Finneschar Bidg B10 Finneschar Bidg B10	\$ \$60.00 \$. \$ 60.00 \$ \$ 77.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 102.00 \$ 1 102.00	105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 22.00 \$ 22.00 \$	108,00 \$ 100,00 \$ 100,00 \$ 5 100,	111,00 5 111,00 5 111,00 5 111,00 5 109,00 5	3,000.00 3,000.00 3,000.00 3,000.00
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Nativide	Nasmule Consect in violence 615-231-7302 615-231-7302 Dent of Human Service Nashville Consect Roper Red 615-741-486 as 172 Dept of Millary Nashville Consect Ray Jones 615-399-566 Dent of Transportation Nashville Consect Paul Saston		TN School for the Blind 115 Stevits Ferry Pike TN School to the Blind 115 Stevits Ferry Pike 115 Stevits Ferry Pike 88 Hermisge Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 119 AW/CES 119 AW/CES 110 AW/CES	Passenger Flustenger Passenger Bidg B01 Passenger Bdg 810 Passenger Bdg 747 Passenger F 1	\$ 66.00 \$ \$ 65.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 76.00 \$ 76.00 \$ 76.00 \$ 76.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$	108.00 \$ 100	111,00 S 111,00 S 111,00 S 111,00 S 100,00 S 87,00 S 87,00 S 97,00 S 90,00 S	3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00
Namvile	Nasmule Consect in violence 615-231-7302 615-231-7302 Dent of Human Service Nashville Consect Roper Red 615-741-486 as 172 Dept of Millary Nashville Consect Ray Jones 615-399-566 Dent of Transportation Nashville Consect Paul Saston		TN School to the Blind 118 Sowite Ferry Plac 1N School for the Blind 115 Sowite Ferry Plac 115 Sowite Ferry Plac BIT Harmage Ave BIT Harmage Ave 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Passenger Bidg B01 Passenger Bidg 80 Passenger Bidg 747 Passenger F1 Passenger F1	\$ 66.00 \$ \$ 65.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 76.00 \$ 76.00 \$ 76.00 \$ 76.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$	108.00 \$ 100	111,00 S 111,00 S 111,00 S 111,00 S 100,00 S 87,00 S 87,00 S 97,00 S 90,00 S	3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00
TDOT	Nativale Grant Inv Johnson 615-231-7302 B15-231-7302 Dept of Human Service Nativale Nativale Contact Facor Read 615-741-1805 and 172 Dept of Millary Nativale Contact Rep Johns 815-388-3566 Lead of Transportation Nativale Contact Paul Sauton 15-355-4377		TN School to the Blind 118 Sowite Ferry Plac 1N School for the Blind 115 Sowite Ferry Plac 115 Sowite Ferry Plac BIT Harmage Ave BIT Harmage Ave 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Passenger Bidg B01 Passenger Bidg 80 Passenger Bidg 747 Passenger F1 Passenger F1	\$ 66.00 \$ \$ 65.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 76.00 \$ 76.00 \$ 76.00 \$ 76.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$	108.00 \$ 100	111,00 S 111,00 S 111,00 S 111,00 S 100,00 S 87,00 S 87,00 S 97,00 S 90,00 S	3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00
TDOT	Nativolia Granact in Johnson 615-231-7302 Doos of Human Service Nativolia Contact Room Reed 615-741-1805 and 172 Deci of Millary Nativolia Contact Roy Jones 615-368-3566 Lear of Transportation Nativolia Contact Paul Saxon 615-355-4377		TN School to the Blind 118 Sowite Ferry Plac 1N School for the Blind 115 Sowite Ferry Plac 115 Sowite Ferry Plac BIT Harmage Ave BIT Harmage Ave 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Passenger Bidg B01 Passenger Bidg 80 Passenger Bidg 747 Passenger F1 Passenger F1	\$ 66.00 \$ \$ 65.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 76.00 \$ 76.00 \$ 76.00 \$ 76.00 \$	105.00 \$ 105.00 \$ 1 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$ 5 105.00 \$	108.00 \$ 100	111,00 S 111,00 S 111,00 S 111,00 S 100,00 S 87,00 S 87,00 S 97,00 S 90,00 S	3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00
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Nacivel: Contet: Pagey Galloway 615-781-6603 Try Wildlife Resource Agency	Nativolia Granact in Johnson 615-231-7302 Doos of Human Service Nativolia Contact Room Reed 615-741-1805 and 172 Deci of Millary Nativolia Contact Roy Jones 615-368-3566 Lear of Transportation Nativolia Contact Paul Saxon 615-355-4377		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 115 Slivins Farry Plac 88 Hermings Ave 88 Hermings Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Flustenger Bidg B01 Passenger Bidg B10 Passenger Bidg B10 Passenger B10 Passenger F1 Passenger F2 Passenger F2	\$ 66.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 2 10	105.00 \$ 105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 23.00 \$ 23.00 \$ 24.00 \$ 25.00 \$	108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 1 108,00	111,00 S 111,00 S 111,00 S 111,00 S 100,00	3,000,00 3,000,00 3,000,00 3,000,00 3,000,00 3,000,00
Nacivel: Contet: Pagey Galloway 615-781-6603 Try Wildlife Resource Agency	Nativolia Granact in Johnson 615-231-7302 Doos of Human Service Nativolia Contact Room Reed 615-741-1805 and 172 Deci of Millary Nativolia Contact Roy Jones 615-368-3566 Lear of Transportation Nativolia Contact Paul Saxon 615-355-4377		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 115 Slivins Farry Plac 88 Hermings Ave 88 Hermings Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Flustenger Bidg B01 Passenger Bidg B10 Passenger Bidg B10 Passenger B10 Passenger F1 Passenger F2 Passenger F2	\$ 66.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 2 10	105.00 \$ 105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 23.00 \$ 23.00 \$ 24.00 \$ 25.00 \$	108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 1 108,00	111,00 S 111,00 S 111,00 S 111,00 S 100,00	3,000,00 3,000,00 3,000,00 3,000,00 3,000,00 3,000,00
815-791-6603 TN Wildline Resource Agency	Nativolis Granact Inv Johnson 615-231-7302 Date of Human Service Nativolis Contact Racy Johnson 615-741-1805 as 172 Dept of Milany Nativolis Contact Ray Johns 615-365-556 Contact Ray Johns 615-365-556 Contact Ray Johnson 615-365-556 Dept of Transportation Nativolis Contact Plus Santon 615-365-4177 Dept of Transportation Nativolis Contact Plus Santon 615-365-4177 Dept of Transportation Nativolis Contact Plus Santon 615-365-4177		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 115 Slivins Farry Plac 88 Hermings Ave 88 Hermings Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Flustenger Bidg B01 Passenger Bidg B10 Passenger Bidg B10 Passenger B10 Passenger F1 Passenger F2 Passenger F2	\$ 66.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 2 10	105.00 \$ 105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 23.00 \$ 23.00 \$ 24.00 \$ 25.00 \$	108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 1 108,00	111,00 S 111,00 S 111,00 S 111,00 S 100,00	3,000,00 3,000,00 3,000,00 3,000,00 3,000,00 3,000,00
TN Wildlife Resource Apency	Nasmvile Consect froy orner Dept of Human Service Nashvile Consect Rood Red Red Consect Rood Red Consect Rood Red Consect Rood Red Consect Rood Red Red Consect Rood Rood Red Consect		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 115 Slivins Farry Plac 88 Hermings Ave 88 Hermings Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Flustenger Bidg B01 Passenger Bidg B10 Passenger Bidg B10 Passenger B10 Passenger F1 Passenger F2 Passenger F2	\$ 66.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 2 10	105.00 \$ 105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 23.00 \$ 23.00 \$ 24.00 \$ 25.00 \$	108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 84,00 \$ 84,00 \$ 84,00 \$ 87,00 \$ 87,00 \$	111,00 S 111,00 S 111,00 S 111,00 S 100,00	3,000,00 3,000,00 3,000,00 3,000,00 3,000,00 3,000,00
5107 Edmondson PA Passenger 5 87,00 5 90,00 5 92,00 5 90,00 7 95,00 7	Nasmville Consect Provision Dept of Human Service Nashville Consect Paper Red (15-231-7302 Dept of Human Service Nashville Consect Paper Red (15-241-1005 act 172 Dept of Millary Nasmville Consect Ray Jones (15-389-566 Dept of Transportation Nasmville Consect Paper Service Nashville Consect Paper Service S		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 115 Slivins Farry Plac 88 Hermings Ave 88 Hermings Ave 116 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES	Passenger Flustenger Bidg B01 Passenger Bidg B10 Passenger Bidg B10 Passenger B10 Passenger F1 Passenger F2 Passenger F2	\$ 66.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 2 10	105.00 \$ 105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 23.00 \$ 23.00 \$ 24.00 \$ 25.00 \$	108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 108,00 \$ 84,00 \$ 84,00 \$ 84,00 \$ 87,00 \$ 87,00 \$	111,00 S 111,00 S 111,00 S 111,00 S 100,00	3,000,00 3,000,00 3,000,00 3,000,00 3,000,00 3,000,00
	Nasmville Consect Provision Dept of Human Service Nashville Consect Paper Red (15-231-7302 Dept of Human Service Nashville Consect Paper Red (15-241-1005 act 172 Dept of Millary Nasmville Consect Ray Jones (15-389-566 Dept of Transportation Nasmville Consect Paper Service Nashville Consect Paper Service S		TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac TN School for the Blind 115 Slivins Farry Plac 88 Hermisige Ave 88 Hermisige Ave 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 118 AW/CES 119 AW/CES 119 AW/CES 11007 Accordance ToO' Region 3 Office 1007 Accordance Div Blog 4216 11007 Accordance Div Blog 4216 11007 1	Passenger Finneschar Finneschar Finneschar Finneschar Passenger Bidg B01 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar Bidg B10 Finneschar B10 Fin	\$ 66.00 \$ \$ 60.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 77.00 \$ \$ 80.00 \$	102.00 \$ 102.00 \$ 102.00 \$ 1 102.	105.00 \$ 105.00 \$ 105.00 \$ 101.00 \$ 101.00 \$ 22.00 \$ 2	108,00 \$ 100,00 \$ 100,00 \$ 5 100,	111,00 5 111,00 5 111,00 5 111,00 5 111,00 5 100,00	3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00 3,000.00

General Service Compex								
Nachville	<u>.</u>							
Contact: Facility Administrator	- -							
615-315-6764	EAC Poner Bldg .	Hydraulici						
	440 Hogen Rd EAC Porter Bldg	Passenger	\$ A7.D0	\$ 90.00	\$ 92.00	\$ 95.00	\$ 98.00 \$	3.000 00 (
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Nashville Conact: Alex Murray	- !							
615-863-5672	<u> </u>			411.00	\$ 11£,00	3 118.00	5 121.00 5	3,000.00
	City Education Bidg	Passenger Passenger	\$ 108.00 \$ BB.00					
	McCord Hell	Passenger	1\$ 09,00	\$ 102.00	105.00			
	Crouch Hall	Passenger	\$ 94.00 \$ 77.00					
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	Learning Resource Cnir Chemistry Bidg	Passenger	\$ 99.00		00,68 3 (1 B6.00		3,000.00
	Hele Hell – Dorm	Pessonper#1	5 101.00	1 S 104.D	107.00			
	Hale Hall Dorm Avon Williams	Passenger # 1	\$ 101.00					75,000.00
	Avon Williams	Passenger # 2	105.00	108.0	0 \$ 111.00	\$ 116.00	\$ 115,00	\$ 100,000.00
	Goodwill Manor	Passenger	\$ 86,00		0 £ 94.00 0 1 1 105.00			
	Gentry Complex Women's Bidg	Passenger Passenger	\$ 148.0	152.0	0 ' \$ 157.00	. \$ 162,00	167.00 1	\$ 75,000.00
	Wilson Hell - Dorm	Passenper # 1	182.0	167,D				
	Wilson Hell - Dorm Boyd Hell - Dorm	Passenger # 2 Passenger # 1	5 182,0 3 198.0		0 (\$ 210,00	1 \$ 218.00	\$ 223.00	1 100,000.00
	Boyd Hall – Dorm	Passenger # 2	\$ 198.0	3 5 204.0	0 \$ 210.00		1 5 223.00 1	\$ 100,000.00
	TN Siste Humanilies Blog	Passanger Passanger			0 \$ 02,00 0 \$ 82,00	\$ 85,00	\$ 88,00	
	Humanites Bidg	wheelcheir Illi	\$ 55.0	57,0	00,08 2 0	\$ B3,00	1 \$ 66.00	5
	Watson Hall - Dorm Watson Hall - Dorm	Passanger # 1	\$ 181.0 \$ 181.0		0 : \$ 192,00 D : \$ 192,00			\$ 100,000.00 \$ 100,000.00
	Holland Hall	Passenger # 2	\$ 105,0		0 \$ 111.DD	114.00	\$ 117,00	\$ 2,500,00
	Brown Daniel Library	Passenger # 1	\$ 105,0				5 117.00 E 117.00	
	Brown Daniel Library Brown Daniel Library	Passenger # 2 dumbwaiter	\$ 105.0		0 3 60.00			
	Performing Arts Bidg	Passanger # 1	18 77.0	0 \$ 7P.C	D S 82.00			
	Performing Arts Bidg Eppse Hall - Dorm	Passanger # 2 Passanger # 1	\$ 77.0 \$ 204.0		D 5 12.00 D 5 216.00			
	Epose Hall - Dom	Passenper#2	\$ 204.0	0 \$ 210.0	0 5 215.00	\$ 223,00		
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	Humshery's Torrense Engineering	Passanger		1.85 \$ 0	XO 1 \$ 82,00	. S 86,00	80.00	\$ 2,500.00
	C.A.R.P	Passenger			00 \$ 111.00 00 \$ 151.00			\$ 3.000.00 I
	General Services Boswell Physics & Meth	Passenger			DD 1 5 100.00	\$ 103.00	106.00	5 3,000.00
	Read Hall	Passenger	\$ 94,0	10 I \$ 97.	00 5 100.00			
	Hankel Hall – Dorm Rudolph Hall – Dorm	Passanger Passanger # 1			00 \$ 100.00 00 \$ 210.00			\$ 3,000,00
	Rudolph Hall – Dorm	Passenger # 2	15 198.	00 \$ 204.	00 \$ 210,00	1 \$ 216,0		
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	Floyd Payne Campus Cntr	Passenper # 3	\$ 105.	00 \$ 100.	00 \$ 111.00	\$ 114,0	0 5 117,00	\$ 2,500.00
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GROUP & SOUTHWEST LIACKSON, WILDERVILLE, PIC		VAR)	\$ 77. \$ £,663.	00 \$ 79 00 \$ 5,720 Monthly of Proposed Co	00 \$ 82.0 00 \$ 5,890.0	5 85.0 5 85.0 1 \$ 6,042.6	0 \$ 88.00 0 \$ 6,280,00 	\$ 2.500,00 \$ 1,300,500,00
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Dept of Transportation :									
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Contact: Frank homeby 731-935-0262			:		—·				
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		300 Benchmark P	Passenger # 1	\$ 90.00	92.70	\$ 95.48 ! 5	98,34	101.29 \$	
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Contact: Daren Cole 731-642-4311	'	i							
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- COMPLETE FOR AMENDMENTS ONLY - State - Base Contract & THIS Amendment							Ron Plumb (615)741-3006						
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2006						State Agency Budget Officer Approval							
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CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES AND KONE, INCORPORATED

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Kone, inc., hereinafter referred to as the "Contractor," is for the provision of Preventive and Complete Maintenance of Elevator Equipment at State Owned Buildings, Universities, and Colleges, Statewide Groups (Un-Manned Sites), for a list of grouping(s) see attachment 1, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

Kone, Inc. One Kone Ct. Moline, IL 61265

The Contractor's place of incorporation or organization is ILLINOIS.

A. SCOPE OF SERVICES:

A.1 SCOPE

The proper maintenance of the elevator equipment is considered to be vital to the safe and efficient operation of the buildings involved, and to the satisfactory daily functioning of the State employees, clients, contractors, vendors, visitors and others who may be utilizing these buildings.

Contractor is advised that the State's intent is to obtain high level preventive and complete maintenance so that all equipment functions in accordance with those levels of safety, speed, efficiency, performance, smoothness and quietness of operation which were established by original design or have been established by the State.

A.2. GENERAL

Preventive and complete maintenance of elevator equipment in various State Owned Buildings, Universities, and Colleges as listed on Attachment 1 of this Contract.

The contractor shall provide for the proper maintenance of the elevator equipment listed hereunder. All preventive and complete maintenance described herein shall be that of a high level so that all equipment functions in accordance with those levels of safety, efficiency, performance, smoothness and quietness of operation as established by the State, per American Society of Mechanical Engineers(A.S.M.E.) A17.1 Safety Code or the most current code adopted by the State of Tennessee.

A.3 CONTRACT

The State shall compensate the Contractor in accordance with Section C.3

A.4. <u>DEFINITIONS</u>

- "Elevator Equipment" shall include, but not limited to, freight and passenger elevators, escalators, dumb waiters, dock lifts, handicap lifts, stage lifts, dock levelers, and moving sidewalks.
- 2. "Regular Time" shall be the hours between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays as proclaimed by the State.
- 3. "Premium Time" shall be the hours between 5:01 p.m. to 7:59 a.m. Monday through Friday, weekends, and State holidays.
- 4. "Upgrades" shall be at the discretion of the State. Upgrades shall include repairs, corrections, adjustments or minor modifications that are necessary in order to meet ADA guidelines and elevator code

requirements. Upgrades are intended to bring elevators into code compliance and make them fully operational.

5. "Renovations" shall include but not be limited to modernization, overhauls, replacement and installations and are not to be included in the contract. A separate project will be approved by the State Building Commission (SBC) for such renovations.

6. "Manned Sites" shall be identified as locations for vendor personnel to be housed for execution of the monthly maintenance of an identified group of buildings. These personnel shall perform all required maintenance, repairs, and callbacks for that group of elevator equipment.

7. "Unmanned Sites" shall be sites contractors are to house and dispatch personnel for all maintenance and repairs for elevator equipment for the elevator groups not to include personnel assigned to a manned site.

8. "Point-of-Contact" shall be an authorized agent of the State of Tennessee, to include but not limited to the facility administrator, building manager, elevator equipment contract administrator, etc.

9. "Notice to Proceed" is the official approval for the start of a State Building Commission project for renovation.

10. "Adequate" or "as required" or "as necessary" shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation.

11. "Substantial Completion" is the official approval for the completion of a State Building Commission project for renovation.

12. "Contract Release Order or Purchase Order" is a written authorization given to the Contractor to begin work specified within the order.

13. "Year End Warranty" shall mean one calendar year beyond renovated project substantial completion date.

A.5. REPAIR AND PATCHING TO STATE PROPERTY

All damage to sidewalks, streets, alleys, curbs, lawns, plants, gutters or existing structures, etc., done during the construction shall be restored by the Contractor at his expense. Repair of sidewalks shall be made by replacing the entire block damaged. Cracked sidewalks will be considered as damaged. The Contractor shall be held responsible for damage to the present work, or to completed new work, that may be caused by his work or workmen; and shall properly patch or remove and replace same at his expense as required by the State of Tennessee.

A.6. <u>DUTIES OF CONTRACTOR</u>

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, inspection, adjustment, replacement and repair service for the complete elevator equipment described in the Attachment 1 of the Contract listed herein. All elevator equipment is to be maintained at current code as established by the State and as stated in Section A.24.of the Contract.

A.7. INITIAL INSPECTION AND ACCEPTANCE OF EQUIPMENT

Contractor shall accept all Elevator equipment "As Is" at contract award and shall maintain and repair to meet current elevator codes(T.C.A. 68-121). It is the State's intention, that any Elevator equipment not in compliance shall be brought into full compliance, at the State's discretion, and shall be maintained to meet current codes for the duration of the contract.

All costs associated with bringing Elevator equipment to code compliance shall be quoted as an "upgrade not to exceed dollar amount." The quoted price is a "not to exceed" per elevator cost to be billed through the labor and parts contract rates. Upgrades that equal to or exceed a monetary value of \$100,000 must be reported to the State Building Commission(SBC) and will be assigned SBC Project Number 460/000-01-2005.

At the State's option it may choose to bid out an upgrade, if it is in the best interest of the State. The Contractor shall have the right to inspect elevators as they are upgraded and then accept them for maintenance, if upgrade is performed by another vendor.

A.8. RENOVATIONS

The State, at its discretion, shall remove elevator equipment from this contract for renovations. The Maintenance Contractor shall maintain the elevator equipment until the "Notice to Proceed" for the renovation is provided to the

Renovation Contractor. The Maintenance Contractor shall resume monthly maintenance starting at "Substantial Completion" or at the end of one (1) year construction warranty, as defined by the renovation Contract. Elevator equipment noted in the contract or taken out of service for renovation by the State shall be excluded from the monthly preventive maintenance rate for the duration of the renovation contract.

A.9. COMPLETE MAINTENANCE

The State of Tennessee considers that the hours spent on maintenance operations has a direct correlation to the quality of the maintenance, and the resulting performance and safe operation of the elevator equipment

Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the elevator equipment and document all activities on the State approved maintenance form (Attachment 2, Monthly Inspection Check List). All tasks identified in Attachment 2 shall be included under the monthly maintenance fee and the Contractor shall provide unlimited call back service, as conditions warrant, and in the judgment of the State, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

- a) Elevator machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.
- b) Hoist motors, motor generator sets and solid state motor drives, including commutators, brushes, brush holders, bearings, and all other components and parts.
- c) Motor windings shall be treated as needed with proper insulating compound which has been approved by the motor manufacturer.
- d) Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.
- e) Controllers, selectors, selector tapes and dispatching equipment, including all relays, solid state components, encoders, "software".
- f) Resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computers, electrical driving equipment, and all other components and parts.
- g) Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.
- h) Deflector or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, slowdown and position switches, governor tension sheave assembly, compensating sheave assembly, counter-weight guide shoes including rollers or gibs, inductors, cams, tapes.
- i) Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.
- j) Automatic power operated door operators, including door drive chains, sheaves, belts, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides and roller guide assemblies.
- k) Alarm bells, emergency stop switches, emergency car lights and batteries.
- I) Car and corridor operating stations, car fan or exhaust blower, car and corridor signals and fixtures including lights, dials or read-out indicators, car doors and car gates (excluding finished surfaces).
- m) Door safety edges including pulsed screen detectors and all associated electronics, etc.

Contractor also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and store items and to maintain each machine room in clean, neat condition.

Contractor shall replace all lamps, as required, for pit lights and machine room lights. Lamps will be furnished by The State.

Contractor shall replace main and car circuit disconnect fuses with fuses furnished by the State.

Contractor shall replace hoistway and machine room ventilation filters with filters supplied by the State.

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to shorten all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust and rail backs properly painted, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor also agrees to keep all buffers and buffer stands clean, free of rust, and properly painted.

Contractor shall check and adjust the group dispatching systems and make necessary tests to ensure all circuits and time settings are properly adjusted. Adjustments shall be made to provide optimum service and minimize response time. If required, this work shall be completed on overtime at no additional cost to the State.

A.10. PERIODIC EXAMINATION AND REPORTING OF SAFETY DEVICES

The Contractor also agrees to examine monthly all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevator equipment and each third year subsequent to the previous testing date, on hydraulic elevators per A.S.M.E. A17.1 or most current code as adopted by the State of Tennessee(T.C.A. 68-121). In addition to A.S.M.E. A17.1 or most current code requirements, hydraulic elevators shall be full load tested during the first test of the third year of the contract time period including setting full load down speed at 110%. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refiled to restore a smooth running surface.

Written reports of said tests shall be submitted to the State and/or State's agent and, in the case of running safety tests, prior notification shall be given so that a designated representative of the State may be present. Monthly Inspection Checklists, see Attachment 2, shall be signed by both parties to confirm compliance with maintenance requirements under the contract. Monthly Inspection Checklist will be maintained in the Building Manager's office and will be made available to staff and codes inspectors.

Contractor also agrees contractor's supervisor shall attend monthly meetings with the States' point of contact (P.O.C.) for the purpose of providing, reviewing, and discussing with the State P.O.C. a monthly written summary of all call-backs callbacks for repairs, maintenance, scheduling, and other contract compliance issues. The intent and purpose of the meeting and summary are to minimize callbacks by the contractor by keeping the P.O.C. aware of performance trends, replacements, and other maintenance issues.

A.10.1. ANNUAL MAINTENANCE

Contractor also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annually and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushed and refilled annually. Any modifications to frequency intervals must be submitted in writing and approval obtained from the State once the contract is in effect.

A.10.2. CLEANING AND PAINTING

Contractor shall clean equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. The Contractor shall maintain door tracks, hoistways, pits, machine rooms, and assigned elevator contractor work space in a clean and orderly condition free of dirt, dust, and debris regardless of how the material got there.

Contractor shall paint the equipment at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and of high quality. Application of the paint, in all circumstances, shall comply with current A.S.M.E., ANSI and other applicable local codes. Pit floors and machine room floors shall be kept painted "Deck Gray" or other color as approved.

A.10.3. <u>LUBRICATION</u>

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in the machine room.

A.10.4. ADJUSTMENTS

Contractor shall adjust the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part or assembly, or when necessary to continue safe, dependable operation in accordance with A.S.M.E. Code, or to continue performance of the equipment in accordance with original design, including smoothness and quietness of operation. As adjustment changes are required due to code and/or ADA changes, these shall be made by the Contractor at no additional cost to the State, except where hardware or wiring changes are required.

A.10.5. REPAIRS & REPLACEMENTS

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or to continue performance of the equipment in accordance with the current code as established by the State of Tennessee including smoothness and quietness of operation.

A.10.6. OBSOLESCENCE

If a single part is not available, a closely compatible component shall be substituted, upon prior approval by the State.

A.11. WIRING DIAGRAMS

The Contractor shall have access to all prints, schematics, etc., presently on site. These documents shall remain the property of the State and are to remain on the premises at all times. Contractor shall maintain State's complete set of wiring diagrams showing any changes or modifications to circuits resulting from control modifications, parts, replacements or equipment upgrades. The State shall retain sole possession of these drawings.

Wiring diagrams shall be kept neatly folded, protected and stored (except where mounted on boards) and shall be copied and replaced if their condition warrants. Wiring changes shall be marked up on the drawings. All drawings shall be considered to be State property, and shall be left in each machine room at the conclusion of the Contract.

If prints, schematics, etc., are not available, the State may direct the Contractor to provide an estimate for providing this documentation which shall be reimbursable through the contract.

A.12. GENUINE PARTS

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used only if approved in writing by State prior to their use. Parts requiring repair shall be rebuilt to "as new" condition.

All parts purchased by the State shall be inventoried by the vendor with periodic verification by the State and tracked by vendor work order. Consumable materials and supplies, e.g., grease, rags, etc., required for monthly maintenance are the property of the vendor and are purchased as part of the monthly maintenance fee and will not be inventoried by the State.

A.13. MACHINE ROOMS

Parts cabinets are the property of the State and are in place or will be provided.

A metal can and lid shall also be provided in each machine room for the storage of clean rags. These cans are the property of the State and are in place. Oily/soiled rags shall be removed immediately after use by Contractor and shall not be left in the machine rooms.

Machine rooms shall be kept clean and neat at all times by Contractor.

A.14. TOOLS

The State will not secure pricing or purchase from the manufacturer any special tools or software, unless it is in the best interest of the State.

The Contractor must own or have available at all times for immediate use a complete set of pertinent elevator maintenance and repair tools and instruments. These tools and instruments shall include, but is not limited to the following:

- A. Turning tools capable of turning any of the hoisting machine commutators on the job site.
- B. Generator turning tools capable of turning the commutator on any of the motor generator sets without removing rotating elements from generator.
- C. Machine tools capable of turning main motor drive sheave grooves on the machine.
- D. Electronic test instruments capable of checking all electrical circuits of the elevator equipment on a registered scope.
- E. Computers, software, and any upgrades, etc. required for maintenance of microprocessor based systems. Some systems may be the property of the State and shall remain the property of the State at the end of this contract. The State shall be named as the license holder on all software and the contractor shall provide a copy of any upgrades or modifications to State owned equipment.

A.15. PERFORMANCE REQUIREMENTS AND TESTING

Contractor agrees to maintain the performance requirements of the elevator equipment intended by current code as adopted by the State.

Performance tests will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the Α. doors are three fourths (34) open.
- Door opening times are measured from start of car door open until doors are in the fully open position. В.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract times will be as originally designed or those determined by the State, but not less than those permitted by C. code to comply with kinetic energy limitations therein.
- Stopping accuracy shall be measured under all load conditions and shall be set to reflect average load D. conditions and the capabilities of the original design.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where E.

a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

The Contractor shall commit the necessary resources to accomplish the performance of these requirements.

A.16. BREAKDOWNS AND SHUTDOWNS

Breakdowns and shutdowns such as electrical troubles, burned out control coils, open circuits, electrical or mechanical adjustments, should not keep the elevator equipment out of service longer than twenty-four (24) hours.

Any shutdown or breakdown that lasts longer than three (3) consecutive days will constitute a breach and subject the Contractor to remedies provided for in E.4. This includes the locating of the trouble, procurement of parts, the installation of these parts and the placing of the equipment back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical advice and/or engineering advice, etc., will not be acceptable. The Contractor shall submit within the first three days, a reasonable expected return to service date, as agreed upon by both parties, for repairs and delays that are beyond the control of the Contractor, with the understanding that the State may assess liquidated damages(See Section E.4) for elevator equipment out of service during this time frame.

A.17. ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT

Contractor assumes no responsibility for the following items of equipment which are not included in this contract.

- A. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, finished surfaces of door panels and car gates, plenum chambers, ceiling, elevator car handrails, hoistway and car door sills, mirrors, tile and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel, and telephones, signal fixture faceplates and smoke detectors.
- B. Elevator mainline and auxiliary disconnect switches and fuses.
- C. Vandalism other than contractor or agents of the Contractor.

A.18. SCHEDULING OF PREVENTIVE MAINTENANCE

All work under this contract, unless otherwise indicated herein, shall be performed during the hours of 8:00 AM to 5:00 PM, Monday through Friday, on regular working days of the State, excepting only those holidays and days of closing recognized by the State. If work is required for other than normal business hours, the Contractor will be paid the difference between regular labor rate and premium labor rate set forth in the Contract and authorized by the State.

Removal of elevator equipment from service shall be coordinated with and approved by the State's representative. To the extent possible all preventive maintenance which requires removal of elevator equipment from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the State except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevator equipment (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees. The Contractor shall give a two (2) business days notice to the State, before removing any elevator equipment from service for preventive maintenance.

A.19. CALLBACK SERVICE

A. CALLBACK SERVICE:

Twenty-four hour emergency callback service shall be provided by the Contractor without additional charge, either for labor or for travel time and expense. The Contractor shall respond to any callback within a maximum of two (2) hours from the time the request for service is made by the State's authorized personnel.

B. EMERGENCY CALLBACK SERVICE TO RETRIEVE PERSONAL ITEMS

Twenty-four hour emergency callback service shall be provided by the Contractor at regular or premium rates as appropriate. For example, keys dropped in the elevator shaft, etc.

C. TROUBLE LOG

A trouble log shall be maintained by the Contractor in the machine room of each building on which the date of each callback, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the State's representative so that it may also review the operational status of its elevator trouble call control log.

D. INVOICES

All invoices submitted shall contain:

- (1) Building and elevator number
- (2) Time call received
- (3) Person authorizing the call
- (4) Repair problem reported
- (5) Date and time of arrival (exact time, not estimate)
- (6) Date and time equipment returned to normal service
- (7) Written documentation of competitive procurement of all parts/supplies

A.20. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

The Contractor agrees that all work shall be performed by and under skilled supervision, with sufficient number of experienced elevator service mechanics, adjustors, and helpers directly employed, who are permanently assigned to support the execution of this contract for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactorily dressed in clean uniforms (identifying them as elevator service persons) with acceptable demeanor and possessing full technical qualifications in the opinion of the State and/or the State's agent. Any employees found to be unacceptable to the State or State's agent shall be replaced, after being given reasonable notice, by the Contractor.

The names of the Mechanic and Supervisor, and other key personnel, who will be available at the time of the award to work on the elevator equipment, and information on their specific experience and qualifications as related to the specific equipment to be maintained under this contract shall be submitted with the proposal as requested in Attachment 6.3 of the RFP and as set forth in contract Attachment 5. The Mechanic shall be a single individual meeting the qualifications of a Mechanic.

A.21. STATE 'S RIGHT TO INSPECT AND REQUIRE WORK

State reserves the right to make such inspections and tests as are necessary to ascertain that the requirements of this contract are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests at no additional cost to the State. Verbal or written deficiencies reported by the State to the contractor shall be corrected within three (3) consecutive days.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posted in each machine room and mounted on each controller. These logs shall be maintained by the Contractor and may be inspected by the State. Alternately, maintenance program books must be kept in each machine room, and be available for review by the State.

A.22. CONTRACTOR TO COMPLY WITH LAWS

Contractor shall not be required under this contract to make other safety tests nor to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, nor to make any replacement parts of a different design subsequent to the date of any Contract, unless compensated for such installation. The State may at its discretion solicit competitive bids from other sources to fulfill requirements that are other than preventive maintenance.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with the ASME A17.1 Safety Code for Elevators and Escalators, ASME/ANSI A17.2 Inspector's Manual, or the most current code adopted by the State of Tennessee.

A.23. PERFORMANCE BY THE STATE

The State agrees:

- A. To provide the Contractor access to the elevator equipment.
- B. To keep the elevator pit(s) and motor room(s) free from water.
- C. To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage there from.
- D. Not to use the elevator machine rooms and equipment spaces for storage.
- E. To be responsible for refinishing of cabs, hoistways, or equipment room interiors.
- F. To be responsible for the main safety switch providing electricity to the equipment. (Wiring from the safety switch shall be Contractor's responsibility.)
- G. To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination.
- H. That the Contractor does not at any time assume possession or control of any part of the equipment, but such remains the State's exclusively as the State thereof.

A.24. SPECIAL CONDITIONS

- A. No elevator will be removed from service, except in cases of hazard to life, without prior clearance from the designated State's representative.
- B. When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

A.25. UPGRADES OF EQUIPMENT AND WORK OUTSIDE SCOPE OF MONTHLY PREVENTIVE MAINTENANCE

Upgrades requested by the State, which are not covered under the regular monthly preventive maintenance price, shall be performed by the Contractor at the labor and parts rates quoted in this Contract. No upgrade shall be performed without the prior authorization of the State.

First year "not to exceed upgrade cost" (see RFP Attachment 6.4 – Proposers Calculations Tables) shall include estimates based on current ADA and elevator codes at the time of contract award. Only actual labor and parts used shall be billed and documentation of costs shall be submitted with invoice. Estimates will be requested in

advance to get some idea of the actual cost. These estimates shall be binding up to the total amount of work done, but the estimated work shall only be billable for the actual labor and parts expended as set forth in this contract as "not to exceed upgrade cost".

Any billable work performed under this portion of the contract will require a one year parts and labor warranty, and shall thereafter fall under the normal terms of the contract as to responsibility for maintenance.

At the State's option it may choose to bid out an upgrade, if it is in the best interest of the State. The Contractor shall have the right to inspect elevators as they are upgraded and then accept them for maintenance, if upgrade is performed by another vendor.

A.26. LICENSURE

The Contractor shall comply with the Contractors Licensing law as set out in Tennessee Code Annotated, Title 62, Chapter 6. The Contractor shall have a minimum License Limit amount of One million five hundred thousand Dollars (\$1,500,000.00), and a minimum License Classification of "Building Construction - Commercial" (BC-B). Contractor must maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.

A.27. PREVAILING WAGE SCALE DETERMINATION.

Work under this Contract is subject to the policies, conditions and rules of the Tennessee Department of Labor pursuant to *TCA 12-4-401*, et seq. The Contractor is required to pay Prevailing Wage Scale current in the area specific to each Contract Release Order or Purchase Order, to laborers and mechanics employed to accomplish the Work. For each Contract Release Order or Purchase Order Sum for upgrades that exceed fifty thousand. dollars (\$50,000.00), Contractor is required to furnish weekly payrolls with the appropriate decision number noted on each to the Tennessee Department of Labor & Workforce Development.

Prevailing Wage Scale Determinations and Wage Rates for use with Contract Release Orders or Purchase Orders under this contract are included as Contract Attachment 3, with the initial determination enumerated as "F1". The initial determination Decision Number and appropriate region Wage Rate scale (F1) shall be utilized by the Contractor for all Contract Release Order or Purchase Order executed through December 31, 2006. Subsequent determinations and rates will be enumerated as F1, F2 and so forth for each subsequent calendar year throughout the contract term, and will be provided by the State prior to the advent of its respective year. The appropriate Decision Number and region Wage Rate scale shall be utilized by the Contractor for all Contract Release Order or Purchase Order executed during the respective calendar year.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on November 30, 2005 and ending on November 29, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS

Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed TEN MILLION, EIGHT HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$10,877,435.82). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3.

The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. <u>Compensation Firm</u>. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Unmanned Sites-Groups 1, 2, 3, and 4 SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	<u>Year 4</u>	Year 5
Labor Rate – Adjuster Regular Time, Per Hour	\$102.00	\$106.00	\$110.00 ·	\$114.00	\$118.00
Labor Rate – Adjuster Premium Time, Per Hour	\$173.00	\$180.00	\$187.00	\$194.00	\$200.00
Labor Rate – Mechanic Regular Time, Per Hour	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Labor Rate- Mechanic Premium Time, Per Hour	\$153.00	\$158.00	\$163.00	\$168.00	\$173.00
Labor Rate – Helper Regular Time, Per Hour	\$72.00	\$74.00	\$76.00	\$78.00	\$80.00
Labor Rate – Helper Premium Time, Per Hour	\$122.00	\$126.00	\$130.00	\$134.00	\$138.00

Unmanned Sites-Groups 5,6, 7, 8 and 11) SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Labor Rate – Adjuster Regular Time, Per Hour	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Labor Rate – Adjuster Premium Time, Per Hour	\$129.00	\$133.00	\$137.00	\$141.00	\$145.00
Labor Rate - Mechanic	\$80.00	\$83.00	\$86.00	\$89.00	\$92.00

Regular Time, Per Hour					
Labor Rate- Mechanic Premium Time, Per Hour	\$117.00	\$121.00	\$125.00	\$129.00	\$133.00
Labor Rate – Helper Regular Time, Per Hour	\$66.00	\$68,00	\$70.00	\$72.00	\$74.00
Labor Rate – Helper Premium Time, Per Hour	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00

Unmanned Sites-Groups 9 and 10) SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Labor Rate – Adjuster Regular Time, Per Hour	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
Labor Rate – Adjuster Premium Time	\$157.50	\$165.35	\$173.65	\$182.33	\$191.45
Labor Rate – Mechanic Regular Time, Per Hour	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48
Labor Rate- Mechanic Premium Time, Per Hour	\$142.50	\$149.63	\$157.11	\$164.97	\$173.22
Labor Rate – Helper Regular Time, Per Hour	\$83.00	\$87.15	\$91.50	\$96.08	\$100.88
Labor Rate – Helper Premium Time, Per Hour	\$124.50	\$130.73	\$137.27	\$144.13	\$151.34

GROUP ONE: NORTHEAST (JOHNSON CITY, ROAN MOUNTAIN, & GREENVILLE)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>
Monthly Preventive Maintenance Cost	\$5,409.00	\$5,562.00	\$5,720.00	\$5,873.00	\$6,050.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TWO: EAST (WHITE PINE, SEVIERVILLE, & MORRISTOWN)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$702.00	\$724.00	\$747.00	\$769.00	\$792.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP THREE: KNOXVILLE

SERVICE UNIT/MILESTONE	Year 1	<u>Year 2</u>	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,947.00	\$3,033.00	\$3,119.00	\$3,197.00	\$3,278.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$490,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FOUR: HAMILTON (CHATTANOOGA, PIKEVILLE, & TULLAHOMA)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	<u>Year 4</u>	Year 5
Monthly Preventive Maintenance Cost	\$2,365.00	\$2,437.00	\$2,510.00	\$2,580.00	\$2,656.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$ -0-

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP FIVE: SOUTH CENTRAL (MURFREESBORO, SMYRNA, & CHAPEL HILL)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,444.00	\$5,628.00	\$5,772.00	\$5,949.00	\$6,131.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$432,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SIX: MID-CUMBERLAND (ONLY, BURNS, MONTGOMERY)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$747.00	\$770.00	\$793.00	\$816.00	\$842.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$112,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP SEVEN: DAVIDSON

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$3,889.00	\$4,002.00	\$4,128.00	\$4,247.00	\$4,379.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$562,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP EIGHT: TENNESSEE STATE UNIVERSITY

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$5,563.00	\$5,728.00	\$5,909.00	\$6,092.00	\$6,280.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$1,300,500.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP NINE: SOUTHWEST (JACKSON, WILDERVILLE, PICKWICK DAM, BUCHANAN, & BOLIVAR)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,625.00	\$2,701.30	\$2,783.05	\$2,867.25	\$2,951.03

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$842,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP TEN: MEMPHIS

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$3,220.00	\$3,316.00	\$3,416.07	\$3,518.55	\$3,624.11

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to	\$190,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

GROUP ELEVEN: TENNESSEE TECH UNIVERSITY (COOKEVILLE, SMITHVILLE)

SERVICE UNIT/MILESTONE	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Preventive Maintenance Cost	\$2,211.00	\$2,269.00	\$2,354.00	\$2,440.00	\$2,526.00

SERVICE UNIT/MILESTONE	Year 1
Total "Upgrades Not to Exceed Cost"	\$176,000.00

NOTE: Cost figure was derived from the supporting documentation for RFP Attachment 6.4.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Any repair parts, materials or supplies purchased must be competitively bid and invoiced at the contractor's cost plus a ten (10%) percent mark-up to cover overhead and associated administrative costs. All supporting documentation shall accompany each invoice. Any payment discounts given to the Contractor must be reflected in the contractor's invoice for payment.

Any subcontract of the services performed shall comply with Section D.5 of the Contract and must be reflected in the contractor's invoice for payment at actual cost.

- C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging. Contractors who have contracts with employees or unions calling for such allowances should build them into prices and rates offered under this contract
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.9 Payments Withheld. Invoices for chargeable callback or repair service must be received within thirty (30) days after completion of the work performed. If invoices are not received within this time frame, completed work will be considered covered under the terms of this contract's monthly preventive costs and therefore not be billable.

D. <u>STANDARD TERMS AND CONDITIONS</u>:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

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- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty days (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not

been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request; show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. <u>Monitoring</u>. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. <u>Strict Performance</u>. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and

other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Timothy Edwards
Elevator Equipment Contract Manager
Department of General Services
Property Services Management
312 8th Avenue N., 23 fl Tennessee Tower
Nashville, Tennessee 37243
(615)741-5973 Phone
(615)532-2205 Fax

The Contractor:

Barry Lambert, Branch Manager Kone, Inc. 1410 Donelson Pike, Suite A20 Nashville, TN 37217 (615)360-7013 Office

(615)360-7137 Fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. <u>Breach</u>. A party shall be deemed to have breached the Contract if any of the following occurs:
 - failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
 - (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - Liquidated Damages- In the event of a Breach, the State may assess Liquidated (2) Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Attachment 4 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the

date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shail have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to ONE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS(\$187,800.00) guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 11/29/05. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in sum of ONE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS(\$187,800.00) may be substituted if approved by the State prior to its submittal.

- E.8. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical. Contractor shall provide written documentation with invoice as proof of competitive procurement.
- E.9. <u>State Furnished Property</u>. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. <u>Incorporation of Additional Documents</u>. Included in this Contract by reference are the following documents:
 - a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.11. <u>Prohibited Advertising</u>. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.12. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable

provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.15. Work papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.16. <u>Liability Insurance</u>. The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, throughout this Contract term, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract and promptly report any changes to the State.
- E.17. <u>Date/Time Hold Harmiess</u>. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and

shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.19. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.20. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification: and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.21. <u>F.O.B Destination.</u> Deliveries shall be made to multiple locations, within the specified elevator group(s) awarded, with all charges for transportation and unloading prepaid by the Contractor.
- E.22. <u>Protection Of State Property.</u> The Contractor will be held responsible for any damage to State of Tennessee, real and personal property caused by his work or workmen. The property shall be restored to its original condition as required by the State.
- E.23. <u>Protection During Construction.</u> Danger warnings and safety signs where necessary shall be erected and maintained by the Contractor at his expense.
- E.24. <u>Acknowledgement Of Contract Conditions.</u> The Contractor hereby acknowledges and agrees to comply with all provisions of the Contract pertaining hereto.
- E.25. <u>Warranty.</u> Contractor agrees to provide a guarantee or warranty for all items not covered by this maintenance Contract. Unless otherwise agreed, the warranty period shall be for one year from State's acceptance including all parts and labor.

IN WITNESS WHEREOF:		
KONE, INCORPORATED:		
Mike Koepp, Regional Director	//- /7 - 05 Date	
Mike Koepp, Regional Director	Date	
DEPARTMENT OF GENERAL SERVICES:		
Guendolin Pens Chris	//-2/-05 Date	
Gwendolyn Sims Davis, Commissioner	Date	
APPROVED:		*****
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
M. D. Goetz, Jr., Commissioner	NOV 2 8 2005	
M. D. Goetz, Jr., Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
John G Morgan, Comptroller of the Treasury	11-30.06	<u>.</u>
John G Morgan, Comptroller of the Treasury	Date	